

Release and Waiver of Liability

Assumption of Risk and Indemnity Agreement



HANOVERIAN HORSE
SOCIETY OF AUSTRALIA

Note: Federal and State laws, including Australian Consumer Law, imply warranties into contracts for the supply of services to consumers, as defined in the Legislation. To the extent that the warranties apply to any contract relevant to the Release and Waiver of Liability, they cannot be excluded.

Subject to warranty exclusions and in consideration of being permitted to compete, officiate, observer, work for or participate in any way in Hanoverian Horse Society of Australia events (the event(s)), each of the undersigned, for himself/herself, his/her personal representatives, heirs, assigns, dependants and next of kin:

1. Acknowledges agrees and represents that he/she further agrees and warrants that, if at anytime, he/she feels believes or suspects or is concerned anything or activity or procedure or system to be unsafe, he/she will immediately advise the officials of such and refuse to participate further in the event(s).
2. Hereby releases, waives, discharges and covenants not to sue the club/coach, participants, HHSA or any subdivision thereof, officials, committee, volunteers, medical personnel, any persons, promoters, sponsors, advertisers, consultants and others who make decisions or give recommendations, directions, or instructions or engage in risk evaluation or loss control activities regarding the premises or event(s) and each of them, their directors, officers, agents and employees, all for the purposes as herein referred to as "Releasees" from all liability, to the undersigned, his/her personal representatives, assigns, heirs, and next of kin and/or dependants for any and all loss or damage, and any claim or damage, and any claim or demands therefore on account of injury to the person or property or resulting in death of the undersigned arising out of or related to the event(s), whether caused by the negligence or the releases or otherwise.
3. Hereby agrees to indemnify and save and hold harmless the Releasees and each of them from any loss, liability damage or cost they may incur arising out of or related to the event(s) whether caused by the negligence of the releasees or otherwise.
4. Hereby assumes full responsibility for any risk of bodily injury, death or property damage arising out of or related to the event(s) whether caused by the negligence of the releasees or otherwise.
5. Hereby acknowledges that the activities at the event(s) are very dangerous and involve the risk of serious injury and/or death and/or property damage. Each of the undersigned also expressly acknowledges that injuries may be compounded or increased by negligent rescue/medical operations or procedures of the releasees and for any failure to comply with safety guidelines and/or procedures.
6. Hereby agrees that the Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement extends to all actions for liability, claims, including but not limited to, claims relating to Information Technology, date entry and recording, studbook entries and records, data transmission, data disclosure, artificial intelligence, any other wrongdoing, acts or errors, omissions and any unauthorised data access by any person or third party or other acts of third parties, or other acts or omission, and also extends to all acts of negligence by the Releasees, including negligent rescue operations or any failure to comply with safety procedures or guidelines and is intended to be as broad and inclusive as is permitted by the laws of the State/Territory in which the events(s) is/are conducted and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

I have read this release and waiver of liability, assumption of risk and indemnity agreement, fully understand its terms, understand that I have given up substantial rights by signing it, and have signed it freely and voluntarily without inducement, assurance or guarantee being made to me and intend my signature to be complete and unconditional release of all liability to the greatest extent allowed by law. By signing hereunder I confirm having read and understood the contents of this disclaimer.

Signed by the Releasor

Signature

Date

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Signed by the Releasee
(HHSA Representative)

Signature

Date

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